

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

CORNELIO DE LOS SANTOS MARTINEZ, et al.,

Plaintiffs,

-v-

11 KITCHEN INC., et al.,

Defendants.

CIVIL ACTION NO. 24 Civ. 2851 (VSB) (SLC)

**ORDER**

**SARAH L. CAVE**, United States Magistrate Judge.

The parties in this wage-and-hour case under the Fair Labor Standards Act (“FLSA”) have reached a proposed settlement, and have submitted a Letter-Motion in support of the settlement (ECF No. 37); the executed settlement agreement in Spanish and English (ECF Nos. 37-1; 37-2 (the “Agreement”)); the executed retainer agreements for both Plaintiffs (ECF Nos. 37-3; 37-4); an affidavit of confession of judgment (ECF No. 37-5); and attorney billing records (ECF No. 37-6 (together, the “Cheeks Submission”)) for approval under Cheeks v. Freeport Pancake House, Inc., 796 F.3d 199 (2d Cir. 2015). On August 7, 2025, the Court notified the parties that the Agreement was deficient in three respects and ordered the parties to revise and resubmit the Agreement. (ECF No. 40).

On August 11, 2025, the parties submitted a revised agreement, which corrects only two of the three defects. (ECF Nos. 43 (the “Revised agreement”); 43-1; 43-2). The Revised Agreement provides that Defendants shall make six (6) settlement payments of \$10,000.00 on a monthly basis “by issuing (ii) one check made payable to ‘Stillman Legal PC’ in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00). The payment shall be made no later than the first

day of the respective month, in accordance with the terms set forth herein. The payment shall be delivered to Stillman Legal PC, 42 Broadway, 12<sup>th</sup> Floor, New York NY 10004.” (ECF No. 43 at 3). Unfortunately, this provision of the Revised Agreement continues to fail to clarify how the installment payments will be allocated between the Plaintiffs and their counsel, i.e., it does not specify the amount from each installment payment that (i) Plaintiff Cornelio De Los Santos Martinez will receive; (ii) Plaintiff Martin De Los Santos will receive; and (iii) that Plaintiffs’ counsel, Stillman Legal PC will receive. See Velazquez v. P.J.C.M. Rest. Corp., No. 15 Civ. 3602, 2016 WL 4987156, at \*1 (S.D.N.Y. Sept. 15, 2016) (rejecting a proposed settlement that was unclear about how installment payments were to be distributed). Perhaps each installment will be split into thirds, or perhaps several of the installments will be allocated to Plaintiffs and later installments to their counsel. But from the Revised Agreement, we cannot tell, and therefore, in its current form, we cannot approve it.

Accordingly, on or before **Tuesday, August 19, 2025**, the parties shall revise the Revised Agreement to indicate, from each installment payment, how much each Plaintiff will receive and how much their counsel will receive for attorneys’ fees and costs.

Dated: New York, New York  
August 12, 2025

SO ORDERED.

  
SARAH L. CAVE  
United States Magistrate Judge